

LP 2010 -

Metropolitan King County Council
Labor Policy Committee (Committee of the Whole)
Labor Policy Adoption Report

RECEIVED
2010 JUL 14 PM 2:43
CLERK
KING COUNTY COUNCIL

Date: July 14, 2010

Comprehensive Labor Policies

PREAMBLE:

Under the King County Charter, the council determines county policy and the executive acts as the county's bargaining agent when negotiating with represented employees. Policy guidance for bargaining is given by labor policies adopted under K.C.C. chapter 3.16. These policies shall guide the executive in bargaining in good faith with the representatives of represented employees. To the maximum extent possible, the strategies followed by the county in bargaining shall be consistent with these policies and should achieve the goal of implementing these policies in negotiated agreements.

Labor policies have been adopted over the past years and have required review to ensure that the policies are comprehensive and consistent. To ensure the necessary reform of county labor policy, this newly comprehensive labor policy collects prior policies, revises them as necessary and establishes new policies in a number of areas.

NOW, THEREFORE, the Labor Policy Committee adopts the following labor policies, which rescind and supersede all previously-adopted public labor policies:

- I. 1. Labor/Management Committees:** The County recognizes the value of the Labor/Management Committee process when addressing issues at the department or division level. The County encourages, but does not mandate, active labor/management committees in all departments to discuss issues and interests of both parties.
- 2. Mediation:** The County encourages, but does not mandate, alternative dispute resolution, such as voluntary mediation, as preferable to an adversarial process or litigation for resolving conflicts and grievance.
- 3. Contract Consolidation:** The County supports consolidation in the number of bargaining units and collective bargaining agreements where legal and appropriate. Where appropriate, the County should seek to address fragmentation of its county-wide organizational structure with assistance of its union representatives and when necessary through process provided for under state statute.
- 4. Benefits:** The County recognizes that increasing costs for medical, dental, life, and other benefits pose a serious problem for maintaining stable budgets. The cost of medical, dental, life, and other employee benefits will continue to grow. If the

County is to maintain its current level of benefits, it may need to consider cost sharing with employees, possibly on a sliding scale basis.

It shall be the policy of King County that the bargaining agent shall bargain in good faith with the goal of reaching agreement that employees shall make co-payments at the point of service to cover a portion of the cost of their medical, dental and vision benefits. The total percentage of benefit payments by King County employees shall be at least equal to the average of payments made by employees of large public and private sector employers in the Puget Sound area. These employers include but are not limited to Pierce and Snohomish counties; the cities of Seattle, Tacoma, Everett, Bellevue, Redmond, Renton and Kent; the Port of Seattle; the University of Washington; the State of Washington; and the Federal Government inclusive of the adjustment for locality. When feasible, the County shall facilitate the availability of disease prevention programs and natural and alternative medicine options to County employees.

5. Compensation:

A. Changes in wages shall be fiscally responsible, fair, and reasonable with respect to total compensation.

B. When determining whether a change in wages is warranted, and when negotiating the amount of any such change, the executive shall consider the following factors:

- i. economic conditions, including inflation or deflation, in the region,
- ii. revenue and cost forecasts for the county,
- iii. comparable market compensation, and
- iv. the status of county reserves.

C. If a cost of living adjustment is determined to be warranted, it shall be linked to a specific Bureau of Labor Statistics Index, such as up to 90 percent of the calculated average of the 12 monthly percentage changes of the All-Cities CPI-W between July of the previous year and June of the current year.

D. The executive shall bargain in good faith with the goal of including provisions in collective bargaining agreements that allow bargaining to be reopened on total compensation and other contract terms when significant shifts in economic and fiscal conditions occur during the term of the proposed agreement, as defined by mutually-agreed upon objective measures, such as a swing in the King County unemployment rate of more than 2 percentage points compared with the previous year or a deviation of more than 7 percent, net of inflation from the previous year in actual sales tax revenues collected.

6. Binding Interest Arbitration: It shall be the policy of King County that binding interest arbitration only be extended to those represented groups of County employees where the provision of service by those employees is essential and absence of which would pose an immediate and dire threat to the public health, safety and welfare.

- 76 7. **Reduction-in-Force:** Where there is an applicable collective bargaining
77 agreement, the order of layoff shall be determined by the collective bargaining
78 agreement. In the absence of a collective bargaining agreement, it shall be the
79 policy of King County that reductions to the present represented work force shall be
80 based on seniority and merit including, where appropriate, specific skills the County
81 needs to retain in order to effectively provide a service to the public. When two or
82 more career service employees within a class are of co-equal value to King County,
83 seniority alone shall determine the order of layoff as between those employees. It
84 shall further be the policy of King County that in those cases where jobs may be
85 eliminated, the County will endeavor to retraining and redeploying affected
86 employees to the extent possible.
- 87 8. **Interest-based bargaining:** It shall be the policy of King County that collaborative
88 bargaining as a means of achieving mutually satisfactory ends be used whenever the
89 Executive and bargaining units agree.
- 90 9. **Diversity in the County's work force:** It shall be the policy of King County to
91 acknowledge the worth of cultural and ethnic diversity in building and maintaining
92 an effective work force.
- 93 10. **Contracting Out of Work:** It shall be the policy of King County Council that the
94 contracting out of work presently performed by represented County employees shall
95 not be proposed to the Council until a work program has been completed which
96 involved the affected bargaining unit in exploring other alternatives to meet
97 management goals.
- 98 11. **Use of Temporary and Part-Time Employees:** It shall be the policy of King
99 County to promote equitable employment practices and operational efficiency by
100 having ongoing stable, predictable bodies of work, which are halftime or more,
101 performed by career service employees. Additionally, it shall be the policy of King
102 County to maximize the use of fulltime employees and consolidate less than full
103 time positions whenever possible.
- 104 12. **Timeliness of Labor Contract Negotiations:** It shall be the goal of King County to
105 complete negotiations with its collective bargaining units prior to the expiration of
106 any agreement in effect subject to the concurrence of the Union as party to the
107 agreement and individual circumstances pertaining to any given contract. In order
108 to implement this policy, and if both parties agree, the Executive shall work with
109 the County's collective bargaining units to make whatever scheduling adjustments
110 may be necessary to allow sufficient time for negotiations to commence, be
111 concluded and for mutual approval to be secured.
- 112 13. **Labor Management Partnerships:** It is recognized that an effective and equal
113 partnership between the county and its labor unions is essential in achieving King
114 County's vision to become a high performance regional government. An integral
115 part of this effort is the involvement of county employees and their labor
116 representatives in the implementation of organizational and operational changes in

the way the county does business, to remain competitive in the delivery of effective and efficient services. Therefore, opportunities for the involvement of employees and unions in decision-making and the identification of process improvements should be promoted and actively pursued.

In order to achieve the above, the Executive is authorized to negotiate changes to existing contract language in collective bargaining agreements and/or negotiate new provisions in collective bargaining agreements that support this effort. Such negotiations may include, but will not be limited to, the redesign of existing labor management committees; the design of gainsharing and/or other pay for performance systems; and the development of training programs to educate employees on process improvement techniques as well as additional skill enhancement as needed to create these changes to current practices. [LP 2000-021]

14. **Project Labor Agreements.** The county shall explore the use of a project labor agreement (PLA) for county projects when appropriate. PLAs may be considered for projects that have a complex scope, a multi-year schedule, a budget of significant size, and/or a clear public benefit. When a PLA is implemented, the general contractor and relevant trade unions shall execute the PLA in a form acceptable to the county.
15. **Performance Evaluations:** It shall be the policy of King County that employee performance evaluations shall be conducted at least annually as part of a systematic and equitable employee performance management system. These evaluations shall be maintained in employee personnel files. Employee performance evaluations shall be an element in a comprehensive employee performance management system that shall include employee development and can be considered in determining incentive compensation, promotions and demotions if agreed to by the union through the collective bargaining process.
16. **Continuous Improvement:** It shall be the policy of King County to promote a culture of continuous improvement. Our interest is to partner with the county's workforce to improve productivity and identify way to contain the growth of future costs. We will seek employee collaboration on cost reduction, service improvement and problem solving.
17. **Civilian Oversight of Sheriff's Office .** It shall be a labor policy of King County that the executive shall engage in good faith bargaining with labor organizations that represent sheriff's office employees to establish or enhance an office of civilian oversight of law enforcement, to the extent that bargaining is legally required.
18. **Overtime.** In providing essential regional services, King County, from time-to-time, schedules employees for overtime work. It shall be the policy of King County that overtime work shall be assigned sparingly to respond to unforeseen circumstances. Overtime should not be used as a means to accomplish day to day work.

II. Labor policies LP 1993-028, LP 1994-029, LP 1995-001, LP 1995-002, LP 1995-003, LP 1995-004, LP 1995-005, LP 1995-006, LP 1995-007, LP 1995-008, LP 1996-010, LP 1996-011, LP 1996-012, LP 1996-013, LP 1996-014, LP 1996-015, LP 1997-016, LP 1997-026, LP 1998-017, LP 1998-019, LP 1998-020, LP 1998-027, LP 2000-021, LP 2002-022, LP 2007-023, LP 2007-024, LP 2007-025, and LP 2008-030 are each rescinded.

The committee determines that these labor policy shall be _____ maintained as confidential OR
✓ made public.

Adopted by the Labor Policy Committee by majority vote of the entire committee on July 14, 2010.

King County Labor Policy Committee
King County, Washington

Chair

Attest:

Cheney, Clerk of the Council